

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**Meeting Date: September 20, 2006Division: Growth ManagementBulk Item: Yes X No     Department: Marine ResourcesStaff Contact Person: George Garrett

---

**AGENDA ITEM WORDING:** License with the Navy to provide use of site as land side operations for removal of derelict vessels and marine debris as a result of Hurricane Wilma.

---

**ITEM BACKGROUND:** Hurricane Wilma caused extensive damage to vessels, property, and shoreline. Contractor needs access to Navy area for removal of derelict and damaged vessels and marine debris.

---

**PREVIOUS RELEVANT BOCC ACTION:**

No previous action.

---

**CONTRACT/AGREEMENT CHANGES:**

New Agreement.

---

**STAFF RECOMMENDATIONS:**

Staff recommends approval.

---

**TOTAL COST:** N/A**BUDGETED:** Yes X No     **COST TO COUNTY:** -0-**SOURCE OF FUNDS:** N/A**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     **APPROVED BY:** County Atty *MJC* X OMB/Purchasing      Risk Management     **DOCUMENTATION:** Included      Not Required     **DISPOSITION:**     **AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with:	<u>U.S. Navy</u>	Contract #	<u>          </u>
		Effective Date:	<u>20 Sept 06</u>
		Expiration Date:	<u>20 Dec 06</u>

**Contract Purpose/Description:**

Use of Navy site access for removal of derelict vessels and marine debris as a result of Hurricane Wilma.

Contract Manager:	<u>George Garrett</u>	<u>2505</u>	<u>Marine Resources, MS #11</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 10/18/06                      Agenda Deadline: 10/03/06

## CONTRACT COSTS

Total Dollar Value of Contract: \$ -0- Current Year Portion: \$ -0-  
 Budgeted? Yes ☐ No ☐ Account Codes: N/A- - - - -  
 Grant: \$ N/A - - - -  
 County Match: \$ N/A - - - -

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$\_\_\_\_\_/yr For: \_\_\_\_\_  
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	9/14/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	T. J. [Signature]	9/14/06
Risk Management		Yes <input type="checkbox"/> No <input type="checkbox"/>		
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input type="checkbox"/>		
County Attorney	9/15/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	9-15-06

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LICENSE FOR NON FEDERAL USE OF REAL PROPERTY**  
**NAVFAC 11011/29 (6-75) (Supersedes NavDocks 2260)**

**LICENSE NUMBER**

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREO THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

N62467-06 -RP- 00244

1. NAVAL ACTIVITY (Property location)

NAVAL AIR STATION, KEY WEST

2. DATES COVERED (Inclusive)

FROM: 20 Sept 06 TO: 20 Dec 06

2. DESCRIPTION OF PROPERTY (Including room and building numbers where appropriate)

FLEMING KEY SHORELINE (4 LOCATIONS) AND SIGSBEE PARK (1 LOCATION) SEE ATTACHMENT 1

3. PURPOSE OF LICENSE

PROVIDE SITES FOR LAND SIDE OPERATIONS OF DERELIC REMOVAL FROM NAVY WATERS AND SHORELINES BY A COUNTY CONTRACTOR

5. LICENSOR

UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY

5a. LOCAL REPRESENTATIVE, DEPT. OF THE NAVY OFFICIAL (Title and address)  
COMMANDING OFFICER, NAVAL AIR STATION, KEY WEST

6. LICENSEE (Name and address)

BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, FL

6a. LOCAL REPRESENTATIVE (Name and address)

TOM WILLI, COUNTY ADMINISTER,  
1100 SIMONTON ST, KEY WEST, FL 33050

7. CASH PAYMENT BY LICENSEE (Payable in advance)  
(If no cash payment is required, enter "None" under item 7a "Amount")

a. AMOUNT  
(Each payment)  
NONE

b. FREQUENCY  
PAYMENTS DUE

c. FIRST DUE DATE

d. TO (Title and address of local representative of the Government)

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)  
(If no cash payment is required, enter "None" under item 8a "Amount")

a. AMOUNT (Each  
deposit)  
NONE

b. FREQUENCY  
PAYMENTS DUE  
INITIAL

c. FIRST DUE DATE

d. TO (Mailing address)

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE  
(If any or all insurance requirements have been waived, enter "None" in a,b,c or d as appropriate)

TYPE

MINIMUM AMOUNT

TYPE

MINIMUM AMOUNT

a. FIRE AND EXTENDED  
COVERAGE

\$0

c. THIRD PARTY PERSONAL  
INJURY PER PERSON

\$0

b. THIRD PARTY  
PROPERTY DAMAGE

\$0

d. THIRD PARTY PERSONAL  
INJURY PER ACCIDENT

\$0

10. GENERAL PROVISIONS (See Reverse Side) \$1,000,000 LIABILITY COVERAGE FOR THE TERM OF THE LICENSE. LICENSE IS FURTHER SUBJECT TO THE PROVISIONS IN ATTACHMENT B.

**11. EXECUTION OF LICENSE**

FOR

BY

NAME AND TITLE (Typed)

SIGNATURE

DATE

DEPARTMENT  
OF THE  
NAVY

CAPT J. R. BROWN  
COMMANDING OFFICER  
NAVAL AIR STATION, KEY WEST

MONROE  
COUNTY

MONROE COUNTY MAYOR  
BOARD OF COUNTY COMMISSIONERS  
KEY WEST, FL 33050

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

NATILEENE W. CASSEL

ASSISTANT COUNTY ATTORNEY

Date 9-15-00

## 10. GENERAL PROVISIONS

- a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- c. The use shall be limited to the purposes specified herein.
- d. This License shall be neither assignable nor transferable by the Licensee.
- e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.
- f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance to the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.
- g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.
- h. The licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due to diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the items or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In the event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.
- i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
- j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.
- k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefits.
- l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.
- m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

#### 11. SPECIFIC PROVISIONS

- a. The County shall provide the Navy with site specific FDEP permits prior to starting work.
- b. Work shall not impact operations on Navy property.
- c. Australian pines may be removed. from all sites.
- d. All other vegetation with the exception of mangroves may be cut or trimmed.
- e. At the Sigsbee Marina, the county shall provide a replacement tree no less than 10' for each tree removed. Location of replacement trees shall be on the spit with the specific site determined by the Navy. Storage for empty containers is limited to the spit.
- f. FAA site: Because of the potential for affecting the VOR signal, sailboat masts shall be removed before lifting the hulls. The FAA shall be present for the first removal. The operation shall not interfere with traffic on the beacon access road.
- g. All contract personnel shall obtain a security ID card. The ID card is to be worn at all times.

